

1 BILL NO. S-86-12- 27

2 SPECIAL ORDINANCE NO. S- 08-87

3 AN ORDINANCE approving the Contract
4 for Lakewood Park Addition Phase
5 I - Water Contract 86-07, between
Earth Construction and the City
of Fort Wayne, Indiana, in connection
with the Board of Public Works
and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

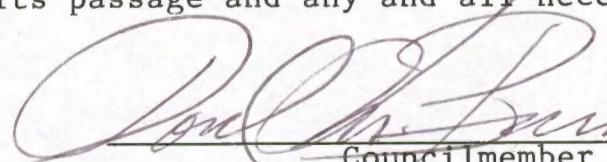
9 SECTION 1. That the Contract for Lakewood Addition
10 Phase I - Water Contract 86-07, by and between Earth Construction
11 and the City of Fort Wayne, Indiana, in connection with the Board
12 of Public Works and Safety, for:

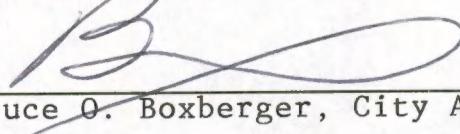
13 the installation of 7,800+L.F.
14 of 6" Ductile Iron Water Main as
15 follows: On Interlaken Drive from
Bluffton Road to Donna Drive.
On Maywood Circle from Interlaken
Drive to Reserve Drive Road. On
Donna Drive from Reserve Line Road
to a point 600+ feet north of Inter-
laken Drive. On Lakewood Drive
from Donna Drive to Reserve Line
Road. On Reserve Line Road from
Maywood Drive, northward to its
northern terminus. On Fairoak
Drive from Maywood Circle to Liberty
Drive. On Liberty Drive, from
Fairoak Drive to Bluffton Road;

22 the Contract price is Two Hundred Twelve Thousand Four Hundred
23 Forty-Five and No/100 Dollars (\$212,445.00), all as more particu-
24 larly set forth in said Contract, which is on file in the Office
25 of the Board of Public Works and Safety and, is by reference
incorporated herein, made a part hereof, and is hereby in all
things ratified, confirmed and approved. Two (2) copies of said
Contract are on file with the Office of the City Clerk and made
available for public inspection, according to law.

30 SECTION 2. That this Ordinance shall be in full force
31 and effect from and after its passage and any and all necessary
32 approval by the Mayor.

APPROVED AS TO FORM
AND LEGALITY


Councilmember


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock M., E.

DATE: 12-23-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 1-13-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J 08-87
on the 13th day of January, 1987.

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 14th day of January, 1987,
at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of January,
1987, at the hour of 10:00 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award of Contract*
(NON-FEDERALLY ASSISTED CONSTRUCTION)

Page 1 of _____

PROJECT: LAKWOOD PARK ADDITION PHASE I

CONTRACT #: 86-07

~~RESOLUTION #~~

CONTENTS

Check if Contained Pages

<input checked="" type="checkbox"/>	<u>1</u>	Cover Sheet
<input checked="" type="checkbox"/>	<u>I1 - I9</u>	Instruction to Bidders
<input checked="" type="checkbox"/>	<u>S1</u>	Schedule
<input checked="" type="checkbox"/>	<u>S2-3</u>	Schedule of Items
<input checked="" type="checkbox"/>	<u>GP1-GP7</u>	General Provisions
		Special Conditions
<input checked="" type="checkbox"/>		Plans and Specifications
<input checked="" type="checkbox"/>		Drawings
<input checked="" type="checkbox"/>	<u>S4</u>	NOTES 1 AND 2
<input checked="" type="checkbox"/>	<u>SS1-SS2</u>	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

<input checked="" type="checkbox"/>	Anti-Apartheid Ordinance
<input checked="" type="checkbox"/>	Non-Collusion Affidavit
<input checked="" type="checkbox"/>	Bidder's Bond
<input checked="" type="checkbox"/>	Performance and Guaranty Bond
<input checked="" type="checkbox"/>	State Board of Accounts Form 96A
<input checked="" type="checkbox"/>	Certificate in Lieu of Form 96A
<input checked="" type="checkbox"/>	Prevailing Wage Scale - State of Indiana
<input checked="" type="checkbox"/>	Payment Bond
<input checked="" type="checkbox"/>	Warranty Bond
<input checked="" type="checkbox"/>	CERTIFICATION OF BIDDER/VENDOR (Anti-Apartheid Ord.)
<input checked="" type="checkbox"/>	CERTIFICATION OF NON-SEGREGATED FACILITIES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * *

BID SUBMITTED

Earth Construction, Inc.

CONTRACTOR

BY:

ITS: Michael C. Evertson
President

OFFER

DATE: December 03, 1986

BIDDER AGREES TO KEEP BID OPEN FOR
ACCEPTANCE FOR 90 days
unless otherwise specified)

COMPLIANCE: J. Adams

O.C. 6/86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF PORT WAYNE

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF PORT WAYNE

BOARD OF PUBLIC WORKS AND SAFETY

J.D. Cannalos

CITY OF PORT WAYNE
MAYOR

John R.

AWARD DATE:

12-11-86

DATE

12-11-86

"NOTICE TO BIDDERS"

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete all documents will result in your bid being determined incomplete and may be reason for the City of Fort Wayne to disallow your bid:

Documents required with each bid:

1. MBE/WBE Participation Goal Statement
2. Minority/Female Hourly Utilization Goal
3. Certificate of Non-Segregated Facilities
(Federally Assisted Projects Only)
4. Non-Collusion Affadivit
5. Bidder's Bond
6. State Board of Accounts Form 96-A or
7. Certificate in Lieu of Financial Statement
(If Form 96-A has been submitted with previous bids.)
8. Anti-Apartheid Ordinance - (CERTIFICATION OF BIDDER/VENDOR)
9. Non-Segregated Facilities

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

DECEMBER 3, 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clockam EST on the 3rd day of December, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

WATER CONTRACT NO. 86-07 - LAKEWOOD PARK ADDITION PHASE I

For the installation of $7,800 \pm$ L.F. of 6" Ductile Iron Water Main as follows: On Interlaken Drive from Bluffton Road to Donna Drive. On Maywood Circle from Interlaken Drive to Reserve Line Road. On Donna Drive from Reserve Line Road to a point 600 \pm feet north of Interlaken Drive. On Lakewood Drive from Donna Drive to Reserve Line Road. On Reserve Line Road from Maywood Drive, northward to its northern terminus. On Fairoak Drive from Maywood Circle to Liberty Drive. On Liberty Drive, from Fairoak Drive to Bluffton Road.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box beside it, the clause applies to the IFB only if it contains a check mark () or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10 %) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of _____ percent (%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeroe is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision). -

For MBE specify percentage of minority ownership
____%.

For WBE specify percentage of women ownership
____%.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ & participation (employees) _____ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (cross out inapplicable provision)

- C. The undersigned commits 1.0% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Westacres Nursery	Ft. Wayne	Landscaping
2.		
3.		

- D. The undersigned commits 1.0% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Bunsold Trucking	Ft. Wayne	Trucking
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:
DUE TO THE SIZE OF THIS PROJECT, WE WILL PERFORM THE REST OF THE WORK WITH OUR OWN FORCES.
2. We have taken the following steps in an attempt to comply with these participation goals:

(attach additional sheets as necessary)

Contractor Earth Construction, Inc Contractor _____

By Michael C. Evertson By _____

Its Michael C. Evertson, President Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor Earth Construction, Inc.

By Michael C. Evertson

Its Michael C. Evertson, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19_____, commencing at _____ o'clock _____.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____

(date)

(time)

_____ or at such date, time, and place as The
(place)

Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
 - B. As follows: _____
-
-

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER CONTRACT NO. 86-07 - LAKEWOOD PARK ADDITION PHASE I

All work will be performed in accordance with: ~~Resolution/CONTRACT~~ 86-07, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$212,445.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 145 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CITY OF FORT WAYNE, INDIANA
 IMPROVEMENT TO FORT WAYNE WATER UTILITY
 LAKEWOOD PARK WATER MAIN REPLACEMENT PHASE I
 WATER CONTRACT NO. 86-07
 SCHEDULE OF UNIT PRICES

ADDENDUM NO. 1
NOVEMBER 18, 1986

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1.	7,800± L.F.	CL. #50 6" DUCTILE IRON PIPE	13.60	106080. ⁰⁰
2.	25± L.F.	CL. #51 4" DUCTILE IRON PIPE	45.00	1125. ⁰⁰
3.	15 EA.	6" GATE VALVE W/BOXES	320.00	4800. ⁰⁰
4.	2 EA.	4" GATE VALVES W/BOXES	285.00	570. ⁰⁰
5.	7 EA.	6" x 6" TEE	130.00	910. ⁰⁰
6.	2 EA.	6" x 4" TEE	125.00	250. ⁰⁰
7.	1 EA.	4" x 4" TEE	520.00	520. ⁰⁰
8.	2 EA.	6" x 6" CROSS	185.00	370. ⁰⁰
9.	2 EA.	6" x 90° ELLS	180.00	360.00
10.	1 EA.	4" x 90° ELL	110.00	110.00
11.	2 EA.	6" x 45° ELL	110.00	220.00
12.	1 EA.	4" x 45° ELL	90.00	90.00
13.	4 EA.	6" x 22½° ELL	110.00	440.00
14.	11 EA.	TYPE III FIRE HYDRANT ASSEMBLIES	1510.00	16610.00
15.	1 EA.	TYPE V FIRE HYDRANT ASSEMBLY	1295.00	1295.00
16.	1 EA.	6" x 4" REDUCER	60.00	60.00
17.	1 EA.	6" x 3" REDUCER	220.00	220.00
18.	2 EA.	6" M. J. PLUG	25.00	50.00
19.	475± L.F.	CONCRETE DRIVE RESTORATION	20.50	*9737. ⁵⁰
20.	1,100± L.F.	ASPHALT STREET RESTORATION	20.00	22000.00
21.	200± L.F.	ASPHALT DRIVE RESTORATION	12.00	2400.00
22.	500± L.F.	STONE SURFACE RESTORATION	1.75	875.00
23.	25± L.F.	5' x 4" CONCRETE WALK REPLACEMENT	16.50	412.50
24.	6,800± L.F.	GRASS AREA RESTORATION	1.05	7140.00
		SUBTOTAL		176645 ⁻
25.	59± EA.	3/4" LONG SERVICE	395.00	23305. ⁰⁰
26.	49± EA.	3/4" SHORT SERVICES	255.00	12495. ⁰⁰
		SUBTOTAL		35,800.-
		TOTAL BID		212445. ⁰⁰

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOP, the bidder (a firm) by its owner(s) named below, herein to set hand(s) and seal this _____ day of _____, 19 _____.

FIRM NAME _____

BY: _____

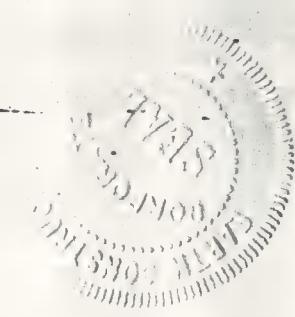
IN TESTIMONY WHEREOP, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 3rd day of December, 19 86.

Earth Construction, Inc.
NAME OF CORPORATION

BY: Michael C. Evertson
PRESIDENT Michael C. Evertson

ATTEST:

Philip D. Shockney
Philip D. Shockney, Secretary





The City of Fort Wayne
WATER ENGINEERING DEPARTMENT
Room 710, City-County Building 46802
(219) 427-1142

November 18, 1986

TO: Prospective Bidders

RE: Addendum No. 1 - Lakewood Park I Water Main Replacement
CONTRACT NO. 86-07

Dear Contractor:

Attached find one copy of Addendum No. 1 for the above contract. This Addendum is to be used in preparing your proposal for this project, for which bids are to be received on December 3, 1986, at the Board of Public Works, City of Fort Wayne, IN.

Page S-2, Line 21 has been changed to read:
200± L.F. ASPHALT DRIVE RESTORATION

Please replace Sheet S-2 in your bid document with attached revised sheet.

Sincerely,

A handwritten signature in black ink that appears to read "Terry L. Atherton".

Terry L. Atherton, P. E.
Chief Water Engineer

tla/gr/ep

I, We, Earth Construction, Inc. certify that I, We, have replaced Page S-2 with revised Page S-2, and, that the bid as submitted, embraces the change described in this Addendum.

A handwritten signature in black ink that appears to read "Michael C. Evertson".

Michael C. Evertson, President

Bidder

NOTE: Bidders shall sign Addendum and submit same with bid.

An Equal Opportunity Employer
One Main Street, Fort Wayne, Indiana 46802

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____

being % of the maximum bid herein, made payable to:

THE CITY OF PORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows: _____

That if the Board of Public Works and Safety shall award

Earth Construction, Inc.

the contract for said work, and if

Earth Construction, Inc.

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

SUPPLEMENTARY SPECIFICATIONS
FOR
WATER CONTRACT NO. 86-07 (LAKEWOOD PARK, PHASE I)

- I. Specifications: The "Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains" of the Fort Wayne Water Utility, latest revision, shall be followed in the construction of this water main, as shown on Drawing No. Y-10618, Sheets 1 thru 17.
- II. Materials: All materials used in the construction of this water main shall conform to the "Water Main and Water Service Materials Standards" approved and adopted by the Board of Public Works of the City of Fort Wayne, Indiana, latest revision.
- III. Miscellaneous: All elevations shown on the plans for the project are at the invert of the pipe unless otherwise noted.
- IV. Backfill Materials: The type of backfill material to be used shall be noted as follows:

Backfill Material Type "A," #53 or #73 material shall meet the gradation as set forth in the Indiana State Highway Department standard Specifications 1974. Sub-section 903.02 Course Aggregates.

Backfill Material Type "B" shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1974, Sec. 211 Special Fill and Backfill ("B"-Borrow), except that no more than 12 percent or less than 5 percent shall pass the No. 200 sieve (silt or clay).

Backfill Material Type "C" shall be excavated material of acceptable quality, free from rocks, boulders, large or frozen lumps, wood or other extraneous matter.

Where water main crosses road surfaces, or driveways, the trench shall be backfilled with Type "A" backfill material to a point twelve (12) inches from the top of pavement. The top 12 inches of the traveled portion shall be restored to the existing type surface. Contractor to provide and maintain temporary cold patch to all areas where road surfaces have been removed and permanent restoration can't be made immediately.

Bedding: In all above cases, however, the pipe shall be bedded in compacted Type "B" backfill a minimum of four (4) inches below the barrel of the pipe to a minimum of four (4) inches above the top of the pipe.

No additional payment will be made for special backfill or bedding material. Cost of these items is to be reflected in the respective unit prices for pipe fittings, and pavement replacement.

V. Bidding Information: The following information is furnished to clarify any questions, which may arise with respect to materials to be included and labor and equipment involved in the establishment of the respective unit prices.

- A. Items 1 and 2 to include excavation, disposal of spoil, where required, furnishing and placement of Class 50 and 51 Ductile Iron Pipe, and backfilling with compacted Type "B" backfill in all areas, except driving areas, which shall be backfilled with compacted Type "A" backfill. Vehicular traffic shall be maintained during all periods of construction.
- B. Items 3 thru 18 - to be bid including and furnishing of materials, complete and in place as specified, including valve boxes on valves and the cost of joint restraining materials required to overcome the thrust imposed by the respective items.
- C. Item 14 (Fire Hydrant Assembly) to include 1 - Tee (size and type as appropriate), 1 - 6" self-anchoring elbow, 1 - 6" gate valve with box, 1 - fire hydrant, 6" pipe or nipple as required, and, necessary restraining materials, complete and in place.
- D. Item 15 (Fire Hydrant Assembly) to include 1 - 6" Valve W/Box, 6" x 24" nipple, - one fire hydrant, and, necessary restraining material, complete, and in place.
- E. Items 19 thru 24 to be bid including furnishing of materials complete and in place in accordance with City of Fort Wayne Street Engineering and Right-of-Way Permit Department Standards and Specifications and these supplementary specifications contained herein.
- F. Items 3 thru 18 to be bid using set screw glands for restraining, where restraining is required.
- G. Items 25 and 26 to include tap, corporation stop, Type K copper, curb stop, curb box and connection to existing service at property line. All material to be in accordance with the latest Water Main and Water Materials Standards. All cuts to be backfilled with compacted Type "B" backfill. City of Fort Wayne Water Maintenance and Service Department reserves the right to bid on these two items.

GENERAL PROVISIONS*
Board of Public Works and Safety
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in' such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain 10 % (ten percent (10%) if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of \$100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is 50 % (50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

*NOTE: Those clauses of the General Provisions with the following box beside it will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper

precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire-brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision.

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total

yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor

or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

NOB-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

any

agents or representatives present at the time of filing this bid; being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money; or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Earth Construction, Inc.

Michael C. Evertson

Michael C. Evertson, President

Subscribed and sworn to before me by Michael C. Evertson

this 3rd day of December, 1986.

My Commission Expires:

February 08, 1989

Philip D. Shockney, Notary

NOTARY PUBLIC

Resident of Allen County, IN

Subscribed and sworn to before me by

this _____ day of _____, 19 _____.

My Commission Expires:

ROTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by

this _____ day of _____, 19 _____.

My Commission expires:

NOTARY PUBLIC

BID OR PROPOSAL BOND

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

EARTH CONSTRUCTION, INC.

3333 Engle Road

Fort Wayne, IN 46809

as principal, and THE CINCINNATI INSURANCE COMPANY, a Corporation organized under the laws of the State of Ohio

and licensed to do business in the State of Indiana

, as surety, are held and firmly bound unto
City of Fort Wayne
Board of Public Works & Safety
City-County Building
Fort Wayne, IN

as obligee, in the penal sum of 10% of the amount of the attached bid-----DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 3rd day of December 19 86

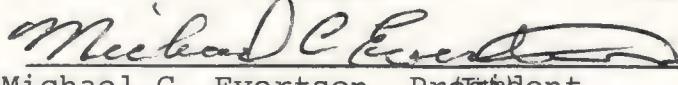
WHEREAS the said principal is herewith submitting proposal for Lakewood Park Addition Phase I
Contract #86-07

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a contract with the said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

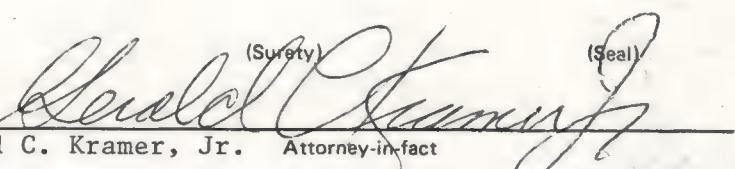
EARTH CONSTRUCTION, INC.

(Principal)

(Seal)


Michael C. Evertson, President

THE CINCINNATI INSURANCE COMPANY

By 
(Surety)
(Seal)
Gerald C. Kramer, Jr. Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Louis H. Andrews; Donald R. Rush; William G. Niezer; Gerald C. Kramer, Jr.;
Fred L. Tagtmeyer and/or Donald E. Douglass

of Fort Wayne, Indiana

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.



STATE OF OHIO) ss:
COUNTY OF HAMILTON)

THE CINCINNATI INSURANCE COMPANY

Daniel J. McBurdy
Senior Vice President

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon
HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio,
this 3rd day of December 1986.



Robert J. Druhans
Secretary and Treasurer

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with All Construction and Maintenance awarded by the Board of Works, Allen County, Indiana

for the months of October, November, December 1986, in compliance with the provisions of CHAPTER # 319 of the Acts of the General Assembly of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

ALLEN COUNTY

CRAFT	HOURLY RATE	H	E	W	PEN	VAC	APPR.	MISC	EXP. DATE
ASBESTOS WORKERS	1 18.20	1.32		1.98		.02			2/31/86
BOILERMAKERS	1 18.83	1.475	1.90			.03			
BRICKLAYERS	1 17.43	1.05	1.25			.04		.34PR	5/31/87
CARPENTER (BLDG.)	1 16.15	1.50	1.25			.02		.02IF	5/31/87
(HIWAY)	1 14.36	1.55	1.25			.05		.05DM	3/31/87
CEMENT MASONS	1 14.15	1.00	1.00			.10		.05IP	5/31/87
DRYWALL TAPER	1 14.10	1.30	1.00			.12		uniform	5/31/87
ELECTRICIAN	1 18.30	1.25	90c+	38		.08		.07IF	5/31/87
ELEVATOR CONSTRUCTOR	1 17.32	1.64	1.27	8%					7/7/87
GLAZIERS	1 16.69		.70	.53	.02				9/30/87
IRON WORKER	1 14.45	2.25	2.00	.06				anuity	.02IF 5/31/87
LABORER (BLDG)	1 12.55	1.45	1.00			.09		.05IF	3/31/87
(HIWAY)	1 11.13	1.45	1.00			.09			3/31/87
(SEWER)	1 11.13	1.45	1.00			.09			3/31/87
LATHER	1 16.15	1.50	1.25			.02		.04IF	5/31/87
MILWRIGHT & PILEDRIVER	1 16.55	1.50	1.25			.02			5/31/87
OPERATING ENGR. (BLDG)	1 17.60	1.25	1.80			.10		.04IF	5/31/87
(HIWAY)	1 16.25	1.25	1.80			.14			3/31/87
(SEWER)	1 13.75	1.25	1.60			.10			3/31/87
PAINTER-BRUSH & ROLLER	1 14.10	1.30	1.00			.12		.16 uniform	5/31/87
SPRAY & SANDBLAST	1 15.10	1.30	1.00			.12		.16 uniform	5/31/87
PLASTER	1 14.43	1.00	1.00			.10		.05IF	5/31/87
PLUMBER & STEAMPITTER	1 19.68	1.00	1.80			.07		.07IP	5/31/87
TILE & TERRAZZO FINISHER									
GRINDERS & MECHANICS	1 14.75								5/31/86
ROOFERS	1 16.10	1.00	.50						5/31/87
SHEET METAL WORKER	1 17.10	1.59	1.92			.19		.62 sasm 1/31/87 191P 05coln	
SPRINKLER PITTERS	1 18.03	1.70	1.60			.10			3/31/87
TEAMSTERS	SEE ATTACHMENT								

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE BE PAID the above and forgoing shall be minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 24th DAY OF October 1986

See Stone
REPRESENTING GOVERNOR OF INDIANA

Charles A. Bailey
REPRESENTING THE AWARDING AGENCY

Keith Plot
REPRESENTING THE STATE AFL-CIO

T E A M S T E R S B U I L D I N G

Effective thru 6/30/87

Trucks under three (3) tons	\$14.82 per hour
Trucks over three (3) tons	\$14.92 per hour
Truck Driver Euclid/earthmover	\$15.12 per hour
Health and Welfare	\$66.70 per week
Pension	\$61.00 per week

TEAMSTERS HIGHWAY

Effective thru 4/30/87

Teamsters trucks under three (3) tons \$13.06 per hour

Teamsters trucks over three (3) tons \$13.26 per hour

Tandem Tandem Trucks \$13.31 per hour

Health & Welfare.....\$53.50 per week

Pension \$55.00 per week

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I. Michael C. Evertson, the President
Name _____
Position _____, of Earth Construction, Inc.
Company _____

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 5th day of March, 19 86, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: December 03, 1986

Michael C. Evertson

Signature Michael C. Evertson

President
Title _____

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 3rd day of December, 19 86.

Philip D. Shockney
NOTARY PUBLIC Philip D. Shockney
Resident of Allen County, IN

My Commission Expires:

February 08, 1989

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

, hereinafter called Principal,

and,

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of _____

Dollars (\$ _____)

(value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19_____, for the construction of:

all according to the Fort Wayne Water Utility Engineering Department Drawing No. _____, Sheet(s) _____, and special provisions, and according to the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Construction Standards and Water Main and Water Service Materials Standards adopted July 7, 1982.

WHEREAS, said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the

NOR, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed

(number)

counterparts, each one of which, shall be deemed an original, this _____ day
of _____, 19 _____. .

ATTEST:

Principal

(Principal) Secretary

By _____ (SEAL)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

(Surety) Secretary

SEAL

Witnesses as to Safety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.

(SPECIMEN FORM)

CITY OF PORT WAYNE, INDIANA

IMPROVEMENT TO PORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Contractor or Developer) as Principal, and the _____
(Insurance Company), a corporation organized under the laws of the State of
_____ (State and Date), and duly authorized to transact
business in the State of Indiana, as Surety; are held firmly bound unto the City
of Port Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$ _____,
(value of work) for the payment whereof well and truly to be made, the Principal and
the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by those present. The condition of the fore-
going obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for
authority to construct or cause to be constructed, a water main to become part of the
City's water distribution system, which said water main is to be built and constructed
according to plans and specifications prepared by or approved by City and known as the

_____ ; and
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise, it shall remain in full force and effect.

(Contractor or Developer)

ATTEST:

BY: _____

(Name)

(Title)

(Title)

(Insurance Company) Surety

*BY: _____

Authorized Agent:

*If signed by an agent,
Power of Attorney must be attached.

STATE OF INDIANA)
COUNTY OF ALLEN) SS:
)

BEFORE ME, a Notary Public, in and for said State, personally appeared

(Name)

(Title)

and

(Name)

(Title)

of

(Company)

and

Attorney in Fact, for said

as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this _____ day of _____,

19_____.

NOTARY PUBLIC
& Resident of _____ County, IN

My Commission Expires:

19_____. 19_____.
_____. _____. _____

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Earth Construction, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Earth Construction, Inc., that Earth Construction, Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 3rd day of December, 1986.

Earth Construction, Inc.
(Name of Bidder/Vendor)

Michael C. Evertson
(Name and Title of Person Signing)
Michael C. Evertson, President

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

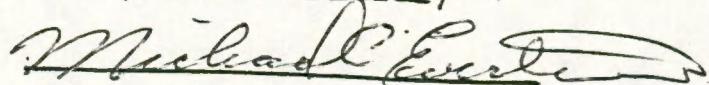
The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: December 03, 1986 19 Earth Construction, Inc.

(Name of Bidder)

BY



Official Address (including
ZIP code):

Michael C. Evertson, President
Title

3333 Engle Rd., Ft. Wayne, IN 46809

It is the policy of Earth Construction, Inc.
(Company)

that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Earth Construction, Inc.
(Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

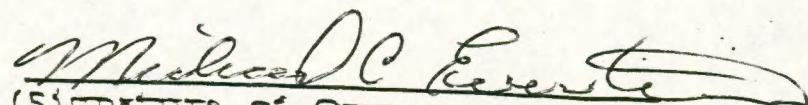
The Earth Construction, Inc.
(Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Earth Construction, Inc.

(Name of Company)


(Signature of Company Official)
Michael C. Evertson, President

December 03, 1986

(Date)

7451
Admn. Appr.

TITLE OF ORDINANCE Contract for Lakewood Park Addition Phase I Water Contract 86-07

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

S.R. 12-27

SYNOPSIS OF ORDINANCE The contract for Lakewood Park Addition Phase I Water Contract 86-07 is for the installation of 7,800+ L.F. of 6" Ductile Iron Water Main as follows: On Interlaken Drive from Bluffton Road to Donna Drive. On Maywood Circle from Interlaken Drive to Reserve Drive Road. On Donna Drive from Reserve Line Road to a point 600+ feet north of Interlaken Drive. On Lakewood Drive from Donna Drive to Reserve Line Road. On Reserve Line Road from Maywood Drive, northward to its northern terminus. On Fairoak Drive from Maywood Circle to Liberty Drive. On Liberty Drive, from Fairoak Drive to Bluffton Road. Earth Construction is the Contractor.

EFFECT OF PASSAGE Installation of 6" Ductile Iron Water Main as described above.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$212.445.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-12-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract for
Lakewood Park Addition Phase I - Water Contract 86-07, between EARTH
Construction and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

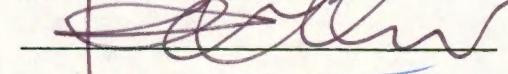
YES

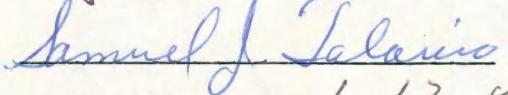
NO


CHARLES B. REDD
CHAIRMAN


PAUL M. BURNS
VICE CHAIRMAN


THOMAS C. HENRY


BEN A. EISBART


SAMUEL J. TALARICO

CONCURRED IN 1-12-87.

SANDRA E. KENNEDY
CITY CLERK